

OFFICIAL

DOCKET NO.

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4 RATE PR CONTRACT ADDENDUM  
PARTIAL REQUIREMENTS SERVICE

PROCESS Meehan

Date 3/24/00

This Rate PR Contract Addendum (the "Contract Addendum") dated as of \_\_\_\_\_ (the "Effective Date") is entered into by and between Commonwealth Edison Company (the "Company") and \_\_\_\_\_ (the "Retail Customer") for the premises occupied and used by the Retail Customer at \_\_\_\_\_ (service address), Illinois (the "Premises").

RECITALS

A. The Company and the Retail Customer have entered into (identify one and only one of the following contract types):

- ☐ (i) Rate RCDS Split Load RES/PR Contract
- ☐ (ii) Rate RCDS/Rider PPO-MI Split Load PPO/PR Contract

dated \_\_\_\_\_ (such contract, as it may be amended from time to time, the "Contract").

B. The Retail Customer desires to procure from the Company partial requirements service for a portion of the electric power and energy required by the Retail Customer at the Premises (as defined above) pursuant to the terms and conditions of (i) Rate PR – Partial Requirements Contract Service, which initially became effective October 1, 1999 (such rate, as it may be amended from time to time, "Rate PR"), (ii) other applicable rates, riders, and tariffs, and (iii) this Contract Addendum.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Electric Service. The Company shall provide supply, delivery, and other services to the Retail Customer for a portion of the electric power and energy required by the Retail Customer at the Premises (the "PR Portion"). Such PR Portion shall be the sum of (i) the electric power and energy under the one (and only the one) selected option for metered electric service locations designated in Section 1(a) below and (ii) the electric power and energy under the one (and only the one) selected option for unmetered electric service locations designated in Section 1(b) below. Such PR Portion shall be effective beginning with the Retail Customer's \_\_\_\_\_ [month] \_\_\_\_\_ [year] monthly billing period starting on \_\_\_\_\_ [date]. The remaining portion of the electric power and energy required by the Retail Customer at the Premises shall be provided under the Contract.

- (a) Metered Electric Service. Electric power and energy required by the Retail Customer at the Premises that is delivered at metered electric service locations shall be included in the PR Portion in accordance with the one (and only the one) selected option as checked below:

- ☐ (i) Meter-by-Meter Option. Electric power and energy to be supplied and delivered hereunder shall be registered by the following meters during the term of this Contract Addendum:

\_\_\_\_\_

In selecting this option, the Retail Customer understands and acknowledges that interval data recording, e.g., electronic recording, ("IDR") meters are required for all metering locations included in the PR Portion at the Premises.

The remaining portion of the metered electric power and energy required by the Retail Customer at the Premises shall be provided under the Contract.

- ☐ (ii) Percentage of Customer Load Option. Electric power and energy to be supplied and delivered hereunder shall be \_\_\_\_\_% of the metered electric power and energy required by the Retail Customer at the Premises in each and every half hour during the term of this Contract Addendum. The remaining \_\_\_\_\_% of the metered electric power and energy required by the Retail Customer at the Premises in each and every half hour shall be provided under the Contract.

In selecting this option, the Retail Customer understands and acknowledges that IDR meters are required for all metering installations at the Premises.

- ☐ (iii) First Through the Meter Option. Electric power and energy to be supplied and delivered hereunder shall be for all kilowatt-hours ("kWhs") up to \_\_\_\_\_ kWhs of the metered electric power and energy required by the Retail Customer at the Premises in each and every half hour during the term of this Contract Addendum. The remaining kWhs, if any, in excess of such \_\_\_\_\_ kWhs of the metered electric power and energy required by the Retail Customer at the Premises in each and every half hour shall be provided under the Contract.

In selecting this option, the Retail Customer understands and acknowledges that IDR meters are required for all metering installations at the Premises.

- ☐ (iv) Last Through the Meter Option. Electric power and energy to be supplied and delivered hereunder shall be for all kWhs, if any, in excess of \_\_\_\_\_ kWhs of the metered electric power and energy required by the Retail Customer at the Premises in each and every half hour during the term of this Contract Addendum. All kWhs up to such \_\_\_\_\_ kWhs of the metered electric power and energy required by the Retail Customer at the Premises in each and every half hour shall be provided under the Contract.

In selecting this option, the Retail Customer understands and acknowledges that IDR meters are required for all metering installations at the Premises.

- (b) Unmetered Electric Service. Electric power and energy, including lighting service, required by the Retail Customer at the Premises that is delivered at unmetered electric service locations, as allowed under the Company's Schedule of Rates, shall be included in the PR Portion in accordance with the one (and only the one) selected option as checked below:

☐ (i) 100% Included in the PR Portion.

All of the electric power and energy required by the Retail Customer at the Premises that is provided at unmetered electric service locations shall be supplied and delivered hereunder.

In selecting this option, the Retail Customer understands and acknowledges that, with the exception of unmetered lighting service otherwise provided by the Company under Rate 26 – Private Outdoor Lighting (“Rate 26”), IDR metering will be required for previously unmetered electric service locations included in the PR Portion.

☐ (ii) 0% Included in the PR Portion.

None of the electric power and energy required by the Retail Customer at the Premises that is provided at unmetered electric service locations shall be supplied and delivered hereunder.

☐ (iii) Not Applicable.

2. Terms and Charges.

- (a) The Retail Customer shall pay the Company all amounts due, and shall perform and satisfy all other obligations applicable to the Retail Customer, with respect to the PR Portion, under (i) this Contract Addendum, including the rates and charges set forth in Section 2(b), (ii) Rate PR, (iii) the prohibitions against resale or redistribution of electricity set forth in Rider 12 - Conditions of Resale or Redistribution of Electricity by the Customer to Third Persons, (iv) Terms and Conditions, and (v) all other rates, riders, and tariffs of the Company on file with the Illinois Commerce Commission (the “ICC”) that apply to the Company’s services to the Retail Customer with respect to the PR Portion (the foregoing items in clauses (ii)-(v) as they are on file with the ICC, the “State Tariffs”), and as the items in clauses (i)-(v) may be added, deleted, modified, or amended from time to time.
- (b) The Company shall charge, and the Retail Customer shall pay, with respect to the PR Portion, the following rates and charges for each monthly billing period during the term of this Contract Addendum:

(i) Charges for Metered Electric Service shall include:

- (A) charges calculated to equal the charges for the Distribution Facilities Charge applicable to the Retail Customer under Rate RCDS – Retail Customer Delivery Service (“Rate RCDS”) applied to all kilowatts (“kW”) of the demand of the PR Portion coincident with the Maximum Kilowatts Delivered set at the Premises as defined in Rate RCDS;
- (B) charges calculated to equal the transmission services and ancillary transmission services charges (TSCs) applicable to the Retail Customer as provided in Rider ISS – Interim Supply

Service or Rider TS - Transmission Services, as applicable, applied to all kWhs provided with respect to the PR Portion;

- (C) charges calculated to equal the charges for the supply of electric power and energy for each hour of the monthly billing period determined by the Pricing Methodology as defined in Rate HEP – Hourly Energy Pricing (“Rate HEP”) applicable to all kWhs provided with respect to the PR Portion for each such hour of the monthly billing period;
  - (D) a charge expressed in cents per kWh calculated to equal the charge determined using the formula set forth in the definition of the transition charge in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102), except that (I) the market value in item (3) of such formula that is used to determine such charge shall be determined in accordance with Section 16-112 of the Public Utilities Act except that such market value will not include any adjustments or any adders underlying the Market Value Energy Charges of Rider PPO – Power Purchase Option (Market Index) for the corresponding Applicable Period A, however, such value will be increased for system average line losses consistent with the increase for system average line losses included in  $Price_{HL}$  as described in the Pricing Methodology section in Rate HEP, (II) such charge shall not be reduced for the mitigation factor as defined in 220 ILCS 5/16-102, item (4) of such formula, and (III) such charge, as calculated herein, shall not be less than zero. Such charge shall be applied to all kWhs provided with respect to the PR Portion;
  - (E) charges calculated to equal the charges for metering determined in accordance with the Metering Requirements section in Rate HEP;
  - (F) charges for any other costs the Company incurs in providing service hereunder.
- (ii) Charges for Unmetered Electric Service for lighting services otherwise provided by the Company under Rate 26 shall include:
- (A) charges calculated to equal the charges for the Fixture Charges applicable to the unmetered lighting services provided to the Retail Customer under Rate RCDS applied to all lighting fixtures, as applicable, served hereunder at the beginning of the monthly billing period;
  - (B) charges calculated to equal the TSCs applicable to the unmetered lighting services provided to the Retail Customer as provided in Rider ISS or Rider TS, as applicable, applied to all kWhs supplied and delivered hereunder to unmetered lighting service locations;

- (C) charges calculated to equal the Interim Supply Energy Charges for the supply of electric power and energy for the unmetered lighting services provided to the Retail Customer as provided in Rider ISS applied to all kWhs supplied and delivered hereunder to unmetered lighting service locations;
- (D) a charge expressed in cents per kWh calculated to equal the charge determined using the formula set forth in the definition of the transition charge in 220 ILCS 5/16-102, except that (I) such charge shall not be reduced for the mitigation factor as defined in 220 ILCS 5/16-102, item (4) of such formula, and (II) such charge, as calculated herein, shall not be less than zero. Such charge shall be applied to all kWhs supplied and delivered hereunder to unmetered lighting service locations;
- (E) charges for any other costs the Company incurs in providing service hereunder.

The charges included in clauses (i) and (ii) of Section 2(b) shall be calculated as provided under the other aforementioned tariff provisions, as applicable, and shall be automatically updated as provided under such other tariffs so as to reflect the charges in effect thereunder as of the date and time of service, as well as to reflect any modification in such other tariffs.

- (c) The Retail Customer shall pay all taxes applicable to the Company's provision of electric service to the Retail Customer under this Contract Addendum (including without limitation all applicable federal, state, regulatory, municipal, and other taxes and franchise costs with respect to charges described in Section 2(b), rentals, and other charges).
  - (d) The Retail Customer understands that payments made by the Retail Customer to a General Account Agent ("GAA") do not constitute payments made to the Company.
3. Commencement; Term; Renewal; Termination. The Retail Customer acknowledges the following:
- (a) Service shall commence under this Contract Addendum on or about \_\_\_\_\_ ("Commencement Date"). The initial term of this Contract Addendum shall begin with the Commencement Date and extend through the Retail Customer's following May monthly billing period.
  - (b) Upon expiration of the initial or any renewal term of this Contract Addendum, the term of this Contract Addendum shall be automatically renewed for a period of twelve (12) monthly billing periods.
  - (c) This Contract Addendum may be terminated by the Company as provided for in the State Tariffs and shall terminate as provided in Section 3(f) or upon termination of the Contract.

- (d) Upon termination or expiration of this Contract Addendum, the Retail Customer shall continue to be obliged to pay the Company all amounts due for all periods prior to such termination or expiration.
- (e) The Retail Customer may, by amending Section 1(a) and Section 1(b), alter its PR Portion with such alteration to be effective for any subsequent renewal term of this Contract Addendum, provided that the Retail Customer gives written notice of such alteration to the Company at the same time that the Retail Customer provides notification to alter its RES Portion or PPO Portion, as applicable, under the Contract.
- (f) In the event that the Retail Customer makes an alteration as provided in Section 3(e) in a manner that either (i) such altered PR Portion is all the electric power and energy required by the Retail Customer at the Premises, or (ii) such altered PR Portion is none of the electric power and energy required by the Retail Customer at the Premises, or (iii) the Retail Customer switches to a different supplier option as provided in the Supplier Options subsection of the Split Load and Supplier Options section in the Service Options part of Rate RCDS, then this Contract Addendum shall terminate at such time as such alteration becomes effective.

4. Other Contracts, Rates, Terms, and Conditions. The PR Portion provided under this Contract Addendum is provided in addition to other services provided by the Company under other contracts or rates and such other services may be subject to other charges, terms, and conditions.

5. Other Terms. If a matter or item is addressed in the State Tariffs but is not specifically addressed herein, the treatment of such matter or item as set forth in the State Tariffs shall apply. If a conflict exists or develops between the provisions of this Contract Addendum (on the one hand) and the State Tariffs (on the other hand), then the provisions of the State Tariffs shall prevail.

6. Notices. All notices under this Contract must be in writing and sent via United States mail; courier or facsimile; or may be hand delivered to the respective party at its address set forth below. Notices will be effective on the date received. Notices sent by United States mail, courier or hand delivery will be deemed received on the date of delivery; notices sent by facsimile will be deemed received on the date transmitted.

To the Company:

**ComEd, Split Load  
Enrollment Group  
1919 Swift Drive  
Oak Brook, Illinois 60523  
Fax Number: (630) 684-3395**

To the Retail Customer:

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All amounts due to the Company under this Contract must be sent either electronically as described in the Electronic Payments and Billing section of the Company's Terms and Conditions or via United States mail to the address set forth below:

Commonwealth Edison Company  
Bill Payment Center  
Chicago, IL 60668-0001

The address or addressee to which notices or invoices shall be mailed may be changed from time to time by either party by notice served as hereinabove provided. Notice shall be effective upon receipt.

7. Authorization to Switch. I authorize the Company to supply the PR Portion of my electric power and energy requirements at the Premises as provided in Section 1(a) and Section 1(b) dated \_\_\_\_\_ beginning with the Retail Customer's \_\_\_\_\_ [month] \_\_\_\_\_ [year] monthly billing period. (To be signed by the Retail Customer, or an authorized General Account Agent ("GAA") for the Retail Customer if a separate GAA agreement is included with this Contract Addendum.)

Retail Customer Name: \_\_\_\_\_

Premises (Service) Address: \_\_\_\_\_

(Street, City, State, Zip)

Mailing Address:  
(If different from Primary  
Address)

(Street, City, State, Zip)

Customer Validation  
Account Number: \_\_\_\_\_

Customer Validation  
Meter Number(s): \_\_\_\_\_

PR Portion: As provided in Section 1(a) and Section 1(b) dated \_\_\_\_\_ beginning with the  
Retail Customer's \_\_\_\_\_ [month] \_\_\_\_\_ [year] monthly billing period.

Daytime Telephone Number: \_\_\_\_\_

Evening Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**FOR COMMONWEALTH EDISON  
COMPANY:**

Date: \_\_\_\_\_

Accepted By (Signature)

Print Name

Official Capacity (Authorization)

**FOR THE RETAIL CUSTOMER:**

Date: \_\_\_\_\_

Accepted By (Signature)

Print Name

Official Capacity (Authorization)

Title & Company

Email Address

Please mail or fax the entire Contract Addendum to the Company using the contact information provided in the Notices section.